

PROJECT

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## SPONSORED CLINICAL TRIAL RESEARCH AGREEMENT

The Coca-Cola Company ("Sponsor") and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College represented by Pennington Biomedical Research Center, a component of the Louisiana State University System duly organized and existing under the Laws of the State of Louisiana ("PBRC"), enter into this Research Agreement (the "Agreement") effective as of October 1, 2012 (the "Effective Date"). PBRC and Sponsor are also referred to herein individually as a "Party" and collectively as "Parties".

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to PBRC and to Sponsor, and will further PBRC's instructional and research objectives in a manner consistent with its status as an educational institution; and

WHEREAS, the Protocol which will guide the performance of this Agreement has been accepted and approved by both Institution and Sponsor, and Institution has personnel qualified to conduct the Protocol.

THEREFORE In consideration of the mutual obligations set forth in this Research Agreement, Sponsor and PBRC have agreed as follows:

## Article 1 – Definitions

- 1.1 "Project" or "Study" shall mean the clinical study and research program as described in the protocol attached here as Attachment A ("Protocol"), under the direction of Timothy Church, MD, MPH, PhD, as Principal Investigator.
- 1.2 "Project Period" means the period from the Effective Date up through one year after the Effective Date.

## Article 2 – Research Work

- 2.1 PBRC shall use its best efforts to perform the Project substantially in accordance with the terms and conditions of this Agreement.
- 2.2 In the event that the Principal Investigator becomes unable to continue work on the Project, PBRC shall promptly advise Sponsor. If Sponsor and PBRC cannot agree on a qualified replacement scientist within thirty (30) days after the Principal Investigator(s) cease work on the Project, Sponsor may terminate this Agreement.

## Article 3 – Reports and Conferences

PBRC shall provide written progress reports to Sponsor. During the term of this Agreement, representatives of PBRC and Sponsor shall discuss, at mutually convenient times, the progress and Research Results of the Project, ongoing plans for the Project, and any proposed changes to the Project.

in any such publication or presentation that the Study was funded by The Coca-Cola Company. Publication prior to delivery of the final report of any information gained in the course of performing the Project must be in a peer reviewed journal, must be approved in writing by both parties prior to such publication, and must acknowledge that the Study was funded by The Coca-Cola Company. Notwithstanding the foregoing, the Sponsor will not be approving the content of the publication, but has a right to review and provide comment before submission for publication.

- 6.2 Review Rights. Each Party agrees to submit to the other Party, for review, the draft of any proposed oral or written disclosure of the results at least sixty (60) days in advance of any disclosure of such. The Party preparing such disclosure shall consider any suggestions from the other Party concerning the disclosure, but is not bound to incorporate such suggestions in any oral or written publications, except for redaction of information as necessary for the PBRC to fulfill its obligations of confidentiality under Article 7. At the expiration of the sixty (60) day period, Principal Investigator may proceed with the presentation or publication unless it has received written notice from Sponsor that it wishes to delay such presentation or publication if Sponsor reasonably believes Sponsor's proprietary information is contained in the presentation or publication until proprietary information is removed or a patent application is submitted. Sponsor will have an additional ninety (90) days to file a patent application on its proprietary information. At the expiration of this ninety (90) day period, Principal Investigator(s) may proceed with publication. Notwithstanding anything in this Article 6 and Article 5 to the contrary, Sponsor shall have the right to refer to the Study and its results in Sponsor's marketing communications without the prior approval of PBRC; e.g., the inclusion of a statement such as, "a clinically proven sports drink", but will not mention PBRC by name without PBRC's prior written consent.
- 6.3 Public Acknowledgment. Publication shall acknowledge authorship according to generally accepted criteria for authorship and subject to journal requirements, if applicable. PBRC agrees that if Sponsor so requests, and only if Sponsor requests, substantive releases and/or written reports contemplated by this Article 6 may include language to the effect that, "The Study was funded by The Coca-Cola Company".

#### Article 7 – Non-Disclosure

- 7.1 The Parties agree to limit access to and protect confidential and/or proprietary information received from the other Party in connection with this Agreement. Such confidential and/or proprietary information ("Confidential Information") shall mean any and all information, data, designs, drawings, memoranda, methods, models, prototypes, inventions, research findings (including the Research Results referenced in Section 3), know-how, intellectual property, business plans and strategies, samples or specifications, and all information provided in Appendix A, the statement of work and protocol, furnished by the Party disclosing said Confidential Information (the "Disclosing Party") to the Party receiving said Confidential Information (the "Receiving Party") in connection with this Agreement. To the extent possible,

**Article 4 – Costs, Billings, and Other Support**

- 4.1 The total fixed amount payable by Sponsor to PBRC under this Agreement is Two Hundred Sixty Eight Thousand Four Hundred Three Dollars (\$268,402). Payment will be made according to the schedule set forth in Appendix B. Sponsor shall not be obligated to compensate PBRC more than the total amount set forth in Appendix B.
- 4.2 No changes may be made to the Protocol without prior written consent of the Sponsor. Implementation of such changes will be subject to approval of the Institutional Review Board ("IRB") and provided that, if the changes to the Protocol cause an increase in the cost of performance of the Project to PBRC, payment terms shall be modified accordingly. Financial adjustments, if any, shall be made as necessary by way of written amendment signed by both Parties.
- 4.3 All payments made by Sponsor to PBRC shall be made electronically as follows:
- Pennington Biomedical Research Center  
6400 Perkins Road  
Baton Rouge, Louisiana 70808  
c/o JP Morgan Chase  
Account No. 2000499250
- 4.4 Upon receipt of a notice of early termination, PBRC will immediately discontinue all work under this Agreement and return all copies of Sponsor data, records or other materials, and deliver to Sponsor all work in progress, including incomplete work. In case of termination, Sponsor will have no liability to PBRC except to pay for authorized work performed by PBRC up to the date of PBRC's receipt of such notice, non-cancellable commitments and any additional work separately authorized in writing by Sponsor.

**Article 5 – Publicity**

- 5.1 Without prior written approval of the other Party, the Parties will not publish or use any advertising, trademarks, logos, sales promotion or publicity matter relating to services, equipment, materials, products and reports wherein the names of the other Party, its subsidiaries, affiliates, and/or (in the case of Sponsor) authorized bottlers are mentioned or their identity implied. PBRC consents to the use of their name without prior approval solely for internal communications such as in a business plan or the like. To the extent allowed by law, PBRC will not disclose or otherwise publicize the existence of this Agreement or additional work with Sponsor.

**Article 6 – Publication Rights and Use of Project Results**

- 6.1 Publication. Sponsor and PBRC shall have the right to publish information gained in the course of performing the Project after a final report has been delivered. Principal Investigator and PBRC agree to notify the Sponsor in writing of any decision to publish or present the results of the Project as soon as possible after such a decision has been made and PBRC will acknowledge

such information shall be disclosed to PBRC in writing and clearly marked as "Confidential". Notwithstanding the foregoing, the confidentiality commitments for Confidential Information set forth above shall not extend to any portion of that which: (a) is already in the Receiving Party's possession at the time of disclosure by the Disclosing Party, as established by relevant documentary evidence; (b) is, or subsequently becomes, available to the public through no breach of the Receiving Party's obligations hereunder; (c) is subsequently and lawfully obtained from a third party who has obtained the Confidential Information through no breach of the Receiving Party's obligations hereunder; (d) is independently developed by the Receiving Party independently of and without reference to the Confidential Information; (e) is disclosed to a third party by the Disclosing Party, or by a parent, subsidiary or affiliate of the Disclosing Party, without a corresponding obligation of confidence; (f) is required to be disclosed by law or government regulation; or (g) is published by PBRC in accordance with Article 6. In the event either Party becomes legally compelled to provide the Disclosing Party's Confidential Information, the Receiving Party shall: (i) provide reasonable prior notice of such required disclosure to the Disclosing Party to enable the Disclosing Party to seek to oppose or restrict the disclosure; (ii) cooperate with any attempt by the Disclosing Party to oppose or restrict the disclosure; and (iii) only discloses such Confidential Information that is required to be disclosed. Each Party shall notify the other in the event of any actual or suspected unauthorized use or disclosure of Confidential Information of which the Party has knowledge, and will cooperate in the investigation of such unauthorized use or disclosure. The Parties may disclose Confidential Information to their employees requiring access for these purposes; provided, however, that prior to making any such disclosures each such employee shall be subjected to the same obligations of confidentiality as disclosed herein Article 7.

- 7.2 The confidentiality obligations of this Article 7 shall continue until five (5) years after the termination of this Agreement.
- 7.3 This Agreement is not a grant of any right or license under any Intellectual property rights (patents, trademarks, copyrights and trade secrets) owned or controlled by one Party to the other Party by implication, estoppel or otherwise, except that the Receiving Party shall have the limited right to use in order to perform and complete the Project under this Agreement.

#### Article 8 -- Intellectual Property Rights

- 8.1 "New Invention or Discovery" shall mean any invention or discovery conceived or reduced to practice during and as part of the Research performed pursuant to this Agreement by PBRC's Principal Investigator, faculty, staff, employees, or students or jointly by such an individual or individuals with one or more employees of the Sponsor. Here and throughout this Agreement, the terms "conceived" and "reduced to practice" shall be given the meaning of those terms as they appear in 35 USC Section 102(g). New inventions or Discoveries made solely by PBRC's Principal Investigators, faculty, staff, employees, or students shall be sole property of PBRC. New Inventions or Discoveries made jointly by PBRC's faculty, staff, employees, or students with one or more employees of the Sponsor shall be owned jointly by PBRC and the Sponsor.



Notwithstanding the foregoing, any New Invention or Discovery made by either party that is beverage-related shall be the sole property of Sponsor.

- 8.2 The Parties mutually acknowledge that the United States Government, as matter of statutory right under 35 USC Sections 200-212, holds or may hold a non-exclusive license and certain other rights under patents on Inventions made as a consequence of research whose funding includes funds supplied by the United States Government. In the event either becomes aware of such funding in the future, the details of such funding shall be provided immediately to the Sponsor. In the event the United States Government has such rights or in the future is found to have such rights with respect to all or any New Inventions or Discoveries, any license contemplated under this Agreement, even if termed "exclusive" license, shall be understood to be subject to the rights of the United States Government, without any effect on the Parties' remaining obligations, as set forth in the license or in this Agreement.
- 8.3 The right of publication by PBRC or its faculty, staff, employees, or students, as indicated in Article 6, shall not be affected by license to any New Invention or Discovery.

#### Article 9 – Term and Termination

- 9.1 This Agreement shall become effective upon the Effective Date and shall continue in effect for the full duration of the Project Period unless sooner terminated in accordance with the provisions of this Article 9, or of Paragraph 2.2. The Parties may, however, extend the term of this Agreement for additional periods under mutually agreeable terms if the extension is reduced to writing and executed by both Parties.
- 9.2 If either Party commits any breach of or default in any of the terms or conditions of this Agreement, and fails to remedy that default or breach within thirty (30) days after receipt of written notice of the breach from the other Party, the Party giving notice at its option may, in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending a notice of termination in writing to the other Party, and such a notice of termination shall be effective as of the date of its receipt.
- 9.3 It shall be clearly understood that under the circumstances of a material breach by PBRC and resultant election to terminate by Sponsor, then, as it will not be possible for this specific Project to be able to be continued with another third party investigator, all unexpended monies shall be returned to Sponsor.
- 9.4 If, through no fault or breach of either Party, it is necessary to terminate the Project, then the Parties will, in good faith, decide upon a pro rata amount of monies to be returned to Sponsor.

#### Article 10 – Independent Contractors

- 10.1 In the performance of all obligations under this Agreement:

10.1.1 Each Party shall be an independent contractor, and therefore neither Party shall be entitled to any benefits applicable to employees of the other Party.

10.1.2 Neither Party is authorized to act as agent for the other for any purpose; and neither Party shall enter into any contract, warranty, or representation as to any matter on behalf of the other Party. Neither Party shall be bound by the acts or conduct of the other Party.

#### Article 11 – Insurance

11.1 PBRC warrants and represents that PBRC has adequate liability insurance, such protection being applicable to PBRC's officers, employees, and agents while acting within the scope of their employment by PBRC; and that PBRC has no liability insurance policy as such that can extend protection to any other person.

11.2 Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and the officers, employees, and agents of that Party.

#### Article 12 – Obligation of Sponsor Parties to Defend and Indemnify Claims

12.1 Sponsor shall indemnify, defend, and hold harmless PBRC and PBRC's agents, officers, board members, employees, and anyone for whom PBRC may be liable (collectively, "Indemnitees") against any and all claims, costs, or liabilities, and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life, including study subjects' reasonable and medical expenses, caused by the actions of Sponsor or of its officer's servants, agents, in the performance of this Agreement or the commercialization of any Study results.

12.2 PBRC shall indemnify, defend, and hold harmless Sponsor and Sponsor's agents, officers, board members, employees, and anyone for whom Sponsor may be liable (collectively, "Indemnitees") against any and all claims, costs, or liabilities court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life, including study subjects' reasonable and medical expenses, caused by the actions of PBRC or of its offices, servants, agents, in the performance of this Agreement or the commercialization of any Study results.

12.3 DISCLAIMER OF WARRANTIES: INSTITUTION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER, INCLUDING SPECIFICALLY, THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE STUDY RESULTS OR ANY INVENTION ARISING FROM THE STUDY RESULTS.

#### Article 13 – Governing Law

13.1 This Agreement shall be governed & construed in accordance with the laws of the State of Louisiana without reference to its conflicts of laws principles.

**Article 14 – Assignment**

- 14.1 This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

**Article 15 – Entire Agreement; Modification; Project Results; Other Research**

- 15.1 This Agreement constitutes the entire understanding between Sponsor and PBRC, and supersedes any prior Agreement or understanding on the same subject matter. Any modification or amendment to this Agreement shall not be effective unless and until reduced to writing and executed on behalf of both Sponsor and PBRC.
- 15.2 PBRC makes no representation of warranty regarding what the results of the Project will be.
- 15.3 During the term of this Agreement, specifically during the period in which the Principal Investigator(s) are performing services for the completion of this Project, the Principal Investigator will not perform the exact same services for any business entities, their affiliates or subsidiaries involved in the manufacture, distribution and/or wholesale of non-alcoholic beverages of any kind (which includes water) except as Sponsor may, in its sole discretion, expressly authorize in writing.

**Article 16 – Order of Precedence**

- 16.1 In the event of an otherwise Irresolvable Inconsistency, the Inconsistency shall be resolved by giving precedence in the following order: (a) first, to the main body of this Research Agreement, (b) second, to the attached Protocol (Attachment A).

**Article 17 – Severability**

- 17.1 If any part of this Agreement is deemed void or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Furthermore, in lieu of that invalid part, there shall be automatically added to this Agreement a provision as similar in terms to that invalid part as may be possible, legal, valid, and enforceable.

**Article 18 – Remedies for Default**

- 18.1 Any claims or controversy arising out of this Agreement shall be resolved by the provisions of LSA – R.S. 39:1524, 1525, and 1526.

**Article 19 – Notices**

- 19.1 Notices, Invoices, and communications shall be deemed made if given by registered or certified mail, postage prepaid, and addressed to the Party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

If to Project Sponsor: Dr. Maxime Buyckx  
(Technical Matter) Principal Scientist II, Scientific and Regulatory Affairs  
The Coca-Cola Company  
One Coca-Cola Plaza, NAT 328  
Atlanta, GA 30313  
mbuyckx@coca-cola.com

If to Project Sponsor: Richard Staten  
(Business Matter) The Coca-Cola Company  
One Coca-Cola Plaza, USA 1648B  
Atlanta, GA 30313  
rstaten@coca-cola.com

If to Executive Sponsor: Rhona Applebaum  
(Technical Matter) Chief Scientific and Regulatory Affairs Officer  
The Coca-Cola Company  
One Coca-Cola Plaza, USA 316C  
Atlanta, GA 30313  
rapplebaum@coca-cola.com

If to Executive Sponsor: Ilan Sobel  
(Business Matter) Senior Vice President and General Manager, glacéau  
The Coca-Cola Company  
Through December 3, 2012:  
17-20 Whitestone Expressway  
Whitestone, NY 11357  
As of December 4, 2012:  
260 Madison Avenue  
New York, NY 10016  
isobel@coca-cola.com

If to PBRC: Winona L. Ward, Director of Sponsored Projects  
(Business Matter) Pennington Biomedical Research Center  
6400 Perkins Road  
Baton Rouge, Louisiana 70808



If to PBRC: Timothy Church, Ph.D.  
(Technical Matter) Pennington Biomedical Research Center  
6400 Perkins Road  
Baton Rouge, Louisiana 70808

**Article 20 – Reservation of Rights**

- 20.1 Nothing contained herein will in any way restrict or impair either Party's right to legal and/or equitable relief for the breach of any provision of this Agreement.

**Article 21 – Sponsor's Code of Conduct**

- 21.1 PBRC shall review and understand the standards by which Sponsor shall conduct itself in its relationship with PBRC during the performance of this Agreement as set forth in Coca-Cola's Code of Business Conduct, found at [http://www.thecoca-colacompany.com/ourcompany/business\\_conduct.html](http://www.thecoca-colacompany.com/ourcompany/business_conduct.html).

**Article 22 – Supplier's Guiding Principles**

- 22.1 PBRC has appropriate policies and procedures in place which are consistent with Coca-Cola's Supplier Guiding Principles, including, at a minimum, the following standards with respect to its operations as a whole:

**Laws and Regulations**

PBRC will comply with all applicable local and national laws, rules, regulations and requirements in the provision of conducting research.

**Child Labor**

PBRC will comply with all applicable local and national child labor laws.

**Forced Labor**

PBRC will not use forced, bonded, prison, military or compulsory labor, or any form of human trafficking.

**Abuse of Labor**

PBRC will comply with all applicable local and national laws on abuse of employees and will not physically abuse employees.

**Freedom of Association and Collective Bargaining**

If applicable, PBRC will comply with all applicable local and national laws on freedom of association and collective bargaining.

**Discrimination**

PBRC will comply with all applicable local and national discrimination laws.

**Wages and Benefits**

PBRC will comply with all applicable local and national wages and benefits laws.

**Work Hours & Overtime**

PBRC will comply with all applicable local and national work hours and overtime laws.

**Health & Safety**

PBRC will comply with all applicable local and national health and safety laws.

**Environment**

PBRC will comply with all applicable local and national environmental laws.

**Business Integrity**

PBRC will comply with all applicable local and national laws and will not use bribes or fraudulent practices.

**Demonstration of Compliance**

PBRC must be able to demonstrate compliance with the minimum standards above at the request of, Sponsor.

Additional details regarding Sponsor's Supplier Guiding principles are available at <http://www.thecoca-colaSponsor.com/citizenship/suppliers.html>.

If applicable, If the eight Core Conventions of the International Labor Organization (ILO) establish higher standards than local law, the ILO standards need to be met by PBRC. PBRC will implement appropriate internal business processes to ensure compliance with these standards. Sponsor has the right to use independent third parties to audit PBRC's compliance with these standards. If PBRC fails to uphold any aspect of these standards, PBRC will implement immediate corrective actions. Sponsor has the right to terminate this Agreement if PBRC cannot demonstrate that it is in compliance with these standards.

**Article 23 – Minority and Women-Owned Business Enterprises**

- 23.1 Coca-Cola is committed to the ongoing growth and development of Minority and Women-Owned Business Enterprises ("MWBE"). Coca-Cola is further committed to providing equal opportunity to diverse suppliers of goods and services and we make every effort to use MWBE to the maximum extent possible. In this regard, Coca-Cola is interested in establishing contractual agreements with suppliers of goods and services that share our vision and are dedicated to supplier diversity principles. For more information, please visit [www.coke.net](http://www.coke.net), link to Supplier Diversity.

**Article 24 – Sustainability**

- 24.1 Sponsor is committed to creating meaningful benefits for society as it manages and grows its business now and in the future. In this regard, Sponsor is interested in establishing contractual agreements with suppliers that share its vision and are dedicated to making sustainability a key part of how they work with Sponsor and all of their customers. Sponsor expects its suppliers to demonstrate a high level of commitment to sustainability in their business practices. Over and

above that commitment, all contractual agreements and other actions that include a direct, positive impact on sustainability will provide added value and will enhance Sponsor's evaluation of contract performance. At a minimum, PBRC is expected to have a formal documented program that addresses sustainability related to marketplace, environment, workplace and community, as defined at <http://www.thecoca-colacompany.com/citizenship/index.html>. That program, and progress reports produced no less frequently than annually, shall be made available upon request to Sponsor's Director of Supplier Sustainability.

PBRC acknowledges that it does not have a formal documented program that addresses sustainability. To the extent allowed by law and as resources allow, PBRC will use its best efforts to develop sustainability policies and procedures.

#### Article 25 – Force Majeure

- 25.1 Neither party shall be liable for any failure to perform as required by this Agreement to the extent such failure to perform is due to circumstances beyond such party's control, including without limitation, labor disturbances or labor disputes of any kind, accident, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures imposed by law or regulation, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrence.

#### Article 26 – Survival

- 26.1 Notwithstanding completion or termination of the services or of this Agreement, the Parties hereto shall continue to be bound by the provisions of this Agreement that, by their nature, shall survive such completion or termination, including without limitation provisions relating to warranties, indemnification, confidentiality, and intellectual property.

#### Article 27 – Counterparts

- 27.1 This Agreement may be signed by facsimile or electronically submitted signatures and in counterparts, all of which shall be originals and sufficient to legally bind the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

Sponsor, The Coca-Cola Company

PBRC, Pennington Biomedical Research Center



By: Rhona Applebaum  
VP, Chief Scientific and Regulatory Affairs Officer

October 31, 2012

Date



By: Mark Allse, Ph.D. Associate Executive  
Director for Administration and Finance

10-29-12

Date

**PRINCIPAL INVESTIGATOR:**

I have read the above Agreement and agree to perform my obligations as Principal Investigator hereunder. I understand and agree to the provisions concerning confidentiality, publications, and disclosure of inventions. As Principal Investigator, I understand and acknowledge that I have a continuing obligation to report any change in financial interests within thirty (30) days of the change and to also direct those individuals working on the project to update their financial interests should there be a change in their interests as well. I am aware and will inform students and other participants working on this Study of their rights and obligations under this Agreement.

**Agreed to:**  
\_\_\_\_\_  
Date**Name and Title**